FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00135667-A **Type of Permit:** FILMING **Release Date:** 04/27/2018

Production Company O'MALLEY PRODUCTIONS

Insured Company Name O'MALLEY PRODUCTIONS
Contact Phone No. 1 310-315-4710
Contact Phone No. 2
Fax
Address 21820 BURBANK BLVD, SUITE 155
WOODLAND HILLS, California 91367

Production Title FOOD PARADISE

Type of Production TV Reality

Producer Sean O'Malley

Director Justin Harvey

1st AD Justin Harvey

Production Manager Alexis Kobel

FilmL.A. Coordinator Naomi Kajiyama

Location Manager Torii Rurup
Primary Phone Mobile - 702-806-1229
Secondary Phone

Location Assistant Chris San Filippo
Primary Phone Mobile - 314-650-4562
Secondary Phone

Fees

Notification Charge	$140.00	**Total Permit Fee**	$245.00
FILMLA NON-REFUNDABLE FILM PERMIT RIDER FEE	$105.00	**Number of Locations**	1

NOT A PERMIT

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information — Location

Permit Number	F00135667-A	**Location Manager**	Torii Rurup
Production Company	O'MALLEY PRODUCTIONS	Primary Phone	Mobile - 702-806-1229
Insured Company	O'MALLEY PRODUCTIONS	Secondary Phone	
Production Title	FOOD PARADISE		

Location Address 251 Pacific Coast Hwy, Newport Beach, CA, 92660

Location Type Restaurant

Film Dates 4/29/2018 - 4/29/2018 07:00 - 19:00 1 day

Open or Closed to the Public Open

Generic Conditions
All vehicles must be parked on private property
Must comply with attached conditions
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents
OMalley.Food.135667.PP.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	2
Crew	7

Filming Activities Exterior establishing shots; Interior Dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Thomas Guide **Page:** 889 **Grid:** B7

Approvals NEWPORT BEACH Monique Navarrete

Coordinator Note Rider A adds and releases location; collects notification fee

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

Permit #F00135667-A

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

SOL RESTAURANTS NEWPORT BEACH, LLC ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 251 E COAST HIGHWAY, NEWPORT BEACH, CA 92660
(street)

City of Newport Beach, CA 92660.
(zip code)

Name of Business (if applicable): SOL MEXICAN COCINA.

I have granted permission to: O'MALLEY PRODUCTIONS
(Film Production Company / School)

To use my property for the purpose of: FILMING A TV SEGMENT FOR THE SHOW "FOOD PARADISE."

On the day/date (s) APRIL 29TH

from _____ pm _____ pm

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at 251 E. COAST HGWY, NB, CA 92660, California on this 19 day of APRIL 2018.

Signed: _____ Telephone: 480-241-9090
(Owner/Lessee)

NOT A PERMIT

LOCATION RELEASE

Permit #F00135667-A

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner (as listed below) hereby grants permission to **O'Malley Productions** and its parent, subsidiaries, licensees, successors, designees, and assigns (collectively, "Producer") to use in connection with the production of the **Travel Channel** program tentatively entitled "**Food Paradise**" ("Program"), and as necessary during any extension, reshooting, or preparation of publicity or promotion thereof, the premises situated at and more particularly described below (collectively, the "Premises"):

Owner agrees that Producer shall have the right to enter upon the Premises to create and capture audiovisual, audio-only, visual-only, and literary works, including the production of video and/or audio tapes, photographs, films, and/or recordings of, and on, the Location (the "Content") by any method of recording and to incorporate in the Content exteriors and interiors of any structures, real, intellectual, or personal property, and signs on or in the Premises (collectively, the "Structures"), as well as any names, logos, and verbiage contained on or in such Structures, and the right to refer to the Premises by its legal or commonly recognized name and address. Owner grants Producer the right to enter and exit, and to place and remove all necessary facilities and equipment on, the Premises. Producer shall have the right re-enter the Premises on additional dates as necessary during any preparation of publicity, extension, or reshooting for the Program. Owner agrees that no consideration shall be due to Owner for the use of the Premises or the execution of this Location Release, and Producer shall not be obligated to pay Owner or any third party any consideration whatsoever, regardless of the time or method of any use of the Content.

Owner agrees that Producer, or Producer's agents and assigns, shall forever own all rights, including copyright, in the Content and the results and proceeds of such Content, and shall have the irrevocable right to use, and license others to use and sublicense, the Content in whole or in part, an unlimited number of times, in all languages, in all media whether now known or hereafter devised, anywhere in the Universe in connection with all forms of exploitation, including advertising, sale, promotion, marketing, merchandising, and distribution of the Program, related products, other programs and services. Producer shall have the right to edit the Content in any manner or form, and Owner waives any right to inspect or approve of any use of the Content, including droit moral rights, if any.

Owner hereby releases, discharges, and holds harmless Producer from all claims, demands, or causes of action that Owner may have, including without limitation, claims based upon defamation, commercial disparagement, invasion of privacy, trespass, or any other claims arising from the creation of or use of the Content. Producer agrees to hold harmless and indemnify Owner from all claims, demands, or causes of action based upon personal injuries, death, or physical property damage (other than normal wear and tear) resulting directly from Producer's gross negligence in connection with Producer's use of the Premises. Owner recognizes the obligation to inform Producer of any inherently dangerous conditions on Premises.

Owner represents and warrants that Owner is the sole owner (or Owner's authorized representative) or the sole lessee (or lessee's authorized representative) of the Premises and the consent of no other person or entity is necessary to grant the rights hereunder. Owner recognizes that Producer is relying on Owner's representations and warranties and the rights granted by Owner in this Location Release, and Owner's breach thereof would cause Producer irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, Owner hereby expressly agrees that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Location Release by Owner. Owner waives the right to revoke, and any right to injunctive or other equitable relief, which Owner may have in connection with this Location Release.

All provisions hereof concerning the Content, the Program, and the potential inclusion of the Premises in the Program shall be kept strictly confidential by Owner and Owner's representatives. Neither Owner nor Owner's representatives shall issue any press releases or public statements about this Location Release, the Program and/or Producer without Producer's prior written permission.

Producer is not obligated to actually use the Premises, exploit the Content, or produce the Program. This Location Release shall be governed by the laws of the State of Tennessee (excluding conflicts of law principles), regardless of the place of its physical execution or the location of the Premises, and shall be binding on Owner and Owner's successors, parents, licensees, legal representatives, heirs, and assigns (as applicable). Owner hereby submits to the jurisdiction of the state and federal courts of the State of Tennessee, Knox County, to resolve any dispute arising out of or resulting from this Location Release. Owner shall not raise, and hereby waives, any defenses based upon improper venue, inconvenience of the forum, lack of personal jurisdiction, or the sufficiency of service of process. Termination of this Location Release, for any reason, shall not affect Producer's, or Producers agents', rights in the Content. Producer may assign its rights in the Content and/or the Program, in whole or in part, to any individual or entity, without restriction. This Location Release represents the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

AGREED TO AND ACCEPTED:

Signature: [signature] Title: PRESIDENT

Print Name: RICK HOWARD Company: (DBA) SOL MEXICAN COCINA

Date: 4/19/18 Phone: 480-241-9090

Mailing Address: 251 E COAST HIGHWAY, NB, CA. 92660

UNOFFICIAL PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT